

**Compliance Terms – Annex**  
**(Last updated – December 24, 2025)**

**1. WHISTLEBLOWER PROTECTION – (NON-FEDERAL)**

- (a) The Contractor and its subcontractors shall encourage their employees and independent contractors to report information, without fear of actual or threatened discrimination, retaliation or reprisal that they in good faith reasonably believe is evidence of gross mismanagement; gross misuse or waste of public resources or funds; fraud; violation of law; abuse of WMATA in connection with the conduct of WMATA's operations or contracts; or a substantial and specific danger to health, security or safety. The Contractor and its subcontractors shall notify their employees that they may make reports under this paragraph to:
- (1) WMATA's Office of Inspector General (OIG), in person, in writing, through the OIG Hotline (888-234-2374), via email at [hotline@wmataoig.gov](mailto:hotline@wmataoig.gov) or by any other reasonable means;
  - (2) WMATA's Metro Transit Police Department (MTPD), in person, by telephone (202-962-2121) or by any other reasonable means, or to the OIG, if the information constitutes a potential violation of criminal law;
  - (3) WMATA's Chief Safety Officer, in person, in writing, through the SAFE Hotline (202-249-7233) or email [safety@wmata.com](mailto:safety@wmata.com), or by any other reasonable means; or
  - (4) Any other official, office or agency within WMATA or outside WMATA that the employee or independent contractor reasonably believes has WMATA to act on the matter.
- (b) The Contractor, its employees, independent contractors and subcontractors shall cooperate with any inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, and with any enforcement or judicial proceeding arising from such inquiry or review.
- (c) The Contractor and its subcontractors shall not interfere with or deny the right of any employee or independent contractor of either the Contractor or any of its subcontractors to make a report under paragraph (a). The Contractor and its subcontractors shall not recommend, take or threaten to take any action having a negative or adverse impact on any employee or independent contractor of either the Contractor or any of its subcontractors because he or she:
- (1) Made or is perceived to have made a report under paragraph (a);  
Sought a remedy under applicable law after making a report under paragraph (a);  
Participated in or cooperated with an inquiry or review by an authorized official of WMATA, or by the Federal government or any other governmental entity with jurisdiction over WMATA, regarding a matter that would constitute a report under paragraph (a) or a violation of this or any whistleblower provision of this Contract, or with an enforcement or judicial proceeding arising from such inquiry or review;

Refused to obey an order that would violate law; or

Refused to work or authorize work when a hazardous safety or security condition presents an imminent danger of death or serious injury, there was no reasonable alternative to refusal, there was not sufficient time to eliminate the danger in absence of refusal and the individual, where possible, notified the Contactor or subcontractor of the condition and of his or her intent not to perform or authorize work.

- (d) The Contractor shall include, or shall cause to be included, the substance of this clause, including this paragraph (d), in its subcontracts at all tiers.

## **2. OFFICIALS NOT TO BENEFIT**

- (a) No member of or delegate to Congress, resident commissioner or member of a state or local public body shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom during his or her tenure or for two (2) years thereafter, unless his or her interest in the business entity that is awarded this Contract is placed in a blind trust in accordance with the rules and regulations of the U.S. Office of Government Ethics (OGE).
- (b) Enforcement of this clause shall be consistent with 18 U.S.C. §431.

## **3. ORGANIZATIONAL CONFLICTS OF INTEREST**

- (a) An organizational conflict of interest (“**OCI**”) exists when the nature of the work to be performed under a proposed contract or a subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor or subcontractor because of: (1) unequal access to information, (2) biased ground rules or (3) impaired objectivity. An unequal access to information OCI may exist if in performing a contract, a contractor obtains access to non-public information that provides a competitive advantage to it in a later competition. A biased ground rules OCI may exist if the contractor has a role in setting rules for a source selection in which the contractor will compete. An impaired objectivity OCI may exist if, in performing a contract, a contractor is called upon to evaluate an offer from or performance by itself or an affiliated entity.
- (b) In the event that the Contractor believes that it or any of its potential subcontractors may have an OCI it shall notify the Contracting Officer (“**CO**”), in writing, within five (5) business days after it becomes aware of the potential or actual OCI. The written notification shall identify the nature and circumstances of the perceived conflict and propose appropriate measures to eliminate or mitigate the OCI. The CO will review the circumstances and the proposed mitigation plan and notify the Contractor stating whether: (1) no mitigation is required; (2) the conflict cannot be mitigated; (3) the conflict can be mitigated and he or she accepts the proposed measures, or (4) recommends other and/or additional measures.
- (c) The failure of the Contractor to identify such perceived conflicts may result in the contract award being rescinded or the Contract being terminated.
- (d) Should the Contractor identify or become aware of a conflict during the term of this Contract, including any extension thereof that it could not reasonably anticipate prior to award, it shall notify the CO in accordance with paragraph (b) above, or request an exception to the restriction with supporting rationale. The CO shall consider the Contractor’s proposed measures to mitigate or eliminate the conflict, or the request for an exception.
- (e) If the proposed measures are not determined to be feasible or are otherwise not acceptable to the CO, the CO may terminate the Contract. If the CO does not grant a request for an

exception, and the Contract is not terminated for convenience, the Contractor shall be notified in writing and be given ten (10) days from the date of the written notification to take all necessary actions to comply with this clause.

- (f) If the proposed measures are determined to be acceptable to the CO, he or she may grant a specific exception to this restriction, when in the CO's judgment, the exception will not create a conflict between the Contractor's duties and obligations under this Contract and the duties and obligations imposed on the Contractor under another contractual or other relationship.
- (g) If the Contractor fails to comply with the terms of this clause, and no fraud is suspected, the CO, may withhold payments due under this Contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of ten (10) days from written notice from the CO may terminate the contract for default pursuant to this Contract.
- (h) If there is evidence of fraud WMATA's remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (i) The Contractor, in performing this Contract, shall avoid any conduct that might result in or give the appearance of creating for Board members or employees of WMATA in their relationship with the Contractor, any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct that might result in a Board member, or employee failing to adhere to the Standards of Conduct adopted by WMATA's Board of Directors.

Any determination by the CO under this clause shall be final and shall be considered a question of fact within the meaning of Section 29 - "Disputes" under the Standard IT Terms and Conditions.

#### **4. PERSONAL CONFLICTS OF INTEREST**

- (a) In accordance with 2 C.F.R. §200.318 (c)(1), neither the Contractor nor any person or business entity affiliated with it shall have, during the term of this Contract, (including any extensions) any prohibited financial relationship with WMATA, any of its Board Members, officers, directors, employees or agents. Such a prohibited relationship would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm being considered for award. A "financial interest" is the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer(s) or similar interests that might be affected by the particular procurement.
- (b) An "apparent" conflict of interest may exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.
- (c) Gifts. The officers, employees, and agents of WMATA must neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or subcontractors. WMATA has standards for situations in which the financial interest is not substantial, or the

gift is an unsolicited item of nominal value in accordance with 2 C.F.R. § 200.318(c)(1). A WMATA employee may accept a gift that is less than \$25.00 in value for a particular occasion or \$75.00 in value for a year provided that it is reported to WMATA's Ethics Officer. Personnel involved in the procurement process, however, may not accept anything of value from a Contractor or subcontractor, unless it consists of modest food and refreshments during a working meeting.

- (d) Upon the Contractor's request and full disclosure, and for good cause shown, the CO with the advice and consent of WMATA's Ethics Officer may, in his or her discretion grant an exception to paragraph (a) above, when the exception will not create a conflict between the Contractor's duties and obligations under this Contract and the duties and obligations imposed on the Contractor under the contractual or other relationship for which the exception is requested.
- (e) If during the performance of this Contract, the Contractor becomes aware of any relationship, financial interest or other activity in which it or an affiliated person or business entity is involved that is not in compliance with paragraph (a) above, it shall promptly notify the CO, in writing and fully disclose all of the surrounding circumstances. The CO with the advice and consent of WMATA's Ethics Officer shall decide whether to grant an exception. If the CO does not grant an exception, then the Contractor has ten days after written notice to comply with paragraph (a) above.
- (f) If the Contractor fails to comply with the terms of this clause, the CO, may withhold payments due under the contract until such time as the Contractor is in compliance or, should the non-compliance remain uncorrected at the expiration of ten (10) days from written notice from the CO as provided in paragraph (c) above, terminate the Contract for default pursuant to Section 19 – "Termination for Default" under the Standard IT Terms and Conditions. WMATA's written standards of conduct provide for disciplinary actions to be applied for violations of such standards by its officers and employees, pursuant to 2 C.F.R. § 200.318(c)(1). For example, the penalty for a WMATA employee may be dismissal.
- (g) The Contractor in performing this Contract shall avoid any conduct which might result in or give the appearance of creating for Board members, officers, directors or employees of WMATA in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof and shall avoid any conduct which might result in a Board member, officer, director or employee failing to adhere to the Code(s) of Ethics adopted by WMATA's Board of Directors.
- (h) The CO's determination under this clause shall be final and if properly asserted, shall be constitute a dispute under Section 29 – "Disputes" under the Standard IT Terms and Conditions.

## **5. CONVICT LABOR**

- (a) Except as provided in paragraph b below, the Contractor shall not employ, in the performance of this Contract, any person undergoing a sentence of imprisonment imposed by any court of the Federal Government, a state, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons:
  - (1) On parole or probation to work at paid employment during the term of their sentence;
  - (2) Who have been pardoned or who have served their terms; or

- (3) Confined for violation of the laws of the Federal Government, the states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if:
- (A) The worker is paid or is in an approved work or training program on voluntary basis;
  - (B) Representatives of the local union's central bodies or similar labor union organizations have been consulted;
  - (C) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades where there is a surplus of available gainful labor in the locality, or impair existing contracts or services;
  - (D) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality where the work is being performed; and
  - (E) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

## **6. COVENANT AGAINST CONTINGENT FEES**

- (a) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide, established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, WMATA shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee, if no fraud is suspected.
- (b) If there is evidence of fraud, WMATA's remedy prior to final adjudication by a court of competent jurisdiction is to report the matter to WMATA's Office of Inspector General (OIG), the U.S. Department of Transportation's Office of Inspector General (DOT-OIG), the Offices of Inspectors General of any agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

## **7. EMPLOYMENT RESTRICTION WARRANTY**

- (a) The Contractor warrants that it will not offer employment to, solicit or discuss the interest of prospective employment of, or otherwise engage in substantive employment related discussions or communications with, any present or former Board member of WMATA who has been involved, directly or indirectly, in any matter of financial interest to the Contractor until at least two (2) years after the Board member has ceased involvement in the matter. The post-employment restriction for employees is one (1) year from the date of their last employment with WMATA. The Contractor shall not knowingly engage in communications of the nature described above with any immediate family member or member of the household of any WMATA employee or Board member during the period when such employee or Board member is involved in any matter of financial interest to the Contractor.
- (b) If a former Board member or employee of WMATA is eventually hired, the Contractor shall ensure that the former Board member or employee is not involved in negotiating or otherwise dealing with WMATA on any particular matter over which he or she had responsibility during his or her tenure.

- (c) Should the Contractor fail to comply with this clause and there is no evidence of fraud, the CO shall have the right to withhold payment under this Contract in an amount not to exceed two percent (2%) of the total Contract amount as liquidated damages to WMATA, such withholding to be in addition to any other withholding or retainage under this Contract. Any dispute shall be settled in accordance with the Section 29 - "Disputes" under the Standard IT Terms and Conditions.
- (d) If there is evidence of fraud, WMATA's remedy prior to a final decision by a court of competent jurisdiction is to report the matter to WMATA's OIG, the DOT OIG, the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.

## **8. FALSE STATEMENTS, CLAIMS OR SUBMISSIONS**

- (a) The Contractor acknowledges its responsibility to undertake its obligations under this publicly funded contract with full integrity and to take all reasonable steps to ensure that statements, claims and submissions made pursuant to the Contract are provided in good faith and with a reasonable belief as to their truthfulness, accuracy and completeness.
- (b) In the event that it is finally determined by a court of competent jurisdiction that any statement, claim, submission, or certification made by or on behalf of the Contractor pursuant to a material element of the Contract was knowingly false, fictitious or fraudulent, WMATA shall be entitled to recover from the Contractor an amount equal to not more than three (3) times the monetary value of the benefit derived or sought to be derived by the Contractor through its false statement, claim or submission. An element of the Contract shall be deemed material if it impacted or could reasonably have been intended to impact the disposition of any claim, dispute, proposed or implemented change order, proposed pricing or schedule adjustment of any nature, or other substantive issue directly affecting the rights of the parties under the Contract.
- (c) WMATA's remedy prior to a final determination by a court of competent jurisdiction is to report the matter to WMATA's OIG, the DOT-OIG, the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (d) The rights of WMATA set forth in this clause are in addition to any Contractual, legal or equitable rights that may arise upon the Contractor's submission of a false claim or statement, including without limitation, WMATA's right to terminate the Contract for default once fraud is finally determined by a court of competent jurisdiction. The provisions of this clause shall not serve in any respect to limit, waive or modify any civil or criminal liability, of the Contractor or any of its officers, agents or employees that such conduct may precipitate.

## **9. GRATUITIES**

- (a) In connection with performance of this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contractor, to any Board member, employee or agent of WMATA; with a view toward securing this Contract or securing favorable treatment regarding this Contract is expressly forbidden. The terms of this "Gratuities" clause shall be strictly construed and enforced in the event of violations hereof.

- (b) Reported instances of the giving or offering to give gratuities within the context of this “Gratuities” clause will be investigated by WMATA’s Board of Directors or its duly authorized representative. A preliminary investigation will be made to determine whether there is probable cause to suspect that a violation of this clause exists. If such probable cause exists, the Board of Directors, or its duly authorized representative, shall formally notify WMATA’s OIG, the DOT-OIG, the Offices of Inspectors General of any state or Federal agency providing funding under this Contract and/or appropriate Federal, state and/or local law enforcement authorities.
- (c) The rights and remedies of WMATA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided under this Contract, at law or in equity.

## **10. MANDATORY DISCLOSURE**

The Contractor shall timely disclose, in writing, to WMATA’s OIG, with a copy to the CO, whenever, in connection with the award, performance, or closeout of this Contract or any subcontract hereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed:

- (a) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (b) A violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).
  - i. WMATA, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by Contractor. To the extent permitted by the law and regulation, such information will not be released by WMATA to the public pursuant to a Public Access to Records request, without prior notification to the Contractor. WMATA may transfer documents provided by the Contractor to any department or agency within the state, Federal or local government, if the information relates to matters within the organization’s jurisdiction.
  - ii. If the violation relates to an order against a government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the OIG of the agency responsible for the basic contract.

## **11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to 2 C.F.R. § 200.216. (a), WMATA is prohibited from obligating or expending federal grant funds to: (1) procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract or extend or renew an existing contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities.) As a result of this requirement, WMATA has also adopted the same policy for non-federal contracts.

## 12. PRE-EMPLOYMENT BACKGROUND CHECK REQUIREMENT

- (a) As a prerequisite to eligibility for a WMATA-issued identification and access badge (“**One Badge**”), access to WMATA’s customers, property, or confidential information, and in consideration for this Contract, the Contractor shall have the sole responsibility for, and shall assure, adequate background checks on a routine basis of all of its personnel who are or will be working on WMATA’s premises (whether they receive a One Badge or not) or otherwise have access to WMATA’s customers, property, or confidential information.
- (b) Contractor shall implement, not later than receipt of the Notice to Proceed, a background check of the Contractor’s personnel that shall take into consideration the nature of the services or work being performed under the contract with particular regard for the individual’s access to, and interaction with, WMATA’s customers, property, and confidential information; (2) the nature or gravity of the offense or conduct resulting in a criminal conviction; and (3) the time that has lapsed since the conviction and/or completion of the sentence.
- (c) The Contractor shall contract with, or otherwise engage, an accredited third-party vendor to conduct the required background checks and shall provide the vendor with a copy of its background check screening policies and procedures.
- (d) The Contractor shall not place any person on or engage any person under this Contract, unless that person passes the Contractor’s background check. At the end of each calendar quarter, the Contractor shall certify to the CO’s Technical Representative (“**COTR**”) on a form provided, its compliance with this background check requirement and confirm that all persons required to be screened have passed the contractor’s background check before working on this Contract. For the sole purpose of monitoring the Contractor’s compliance, WMATA reserves the right to request additional documents or perform its own background check of Contractor’s personnel. The CO will inform the Contractor, in writing, of any proposed action within a reasonable time before such action is taken.
- (e) The Contractor shall indemnify and hold WMATA harmless from any and all claims, demands, damages, costs and expenses, including attorneys’ fees and other costs and expenses associated with any claims, demands, requests for relief, and/or other liabilities arising out of or resulting from the Contractor’s background check obligations and processes.

The Contractor will include this requirement in all subcontracts under this Contract and receive certifications from their subcontractors to ensure that its subcontractors’ personnel who are or will be working on WMATA’s premises (whether they receive a One Badge or not) or otherwise have access to WMATA’s customers, property, or confidential information undergo the required background checks.

## 13. GOVERNMENT-WIDE DEBARMENT OR SUSPENSION

- (a) The Contractor is bound by its certification contained in its offer to WMATA that neither the Contractor, its principals, or affiliates, or any of their Personnel are at any time during their performance under the Contract suspended, debarred, proposed for debarment or otherwise excluded or disqualified from receiving federal, state or local awards. The certification is a material representation of fact, relied upon by WMATA in entering into this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to WMATA, including, but not limited to suspension or debarment, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R, part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 C.F.R, part 1200 “Nonprocurement Suspension and

Debarment,” including any amendments thereto, Executive Orders Nos. 12549 and 12689 “Debarment and Suspension” 31 U.S.C. § 6101 note, and other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended contractors throughout the term of this Contract. Contractor will promptly notify WMATA of any actual or suspected non-compliance with these requirements.

- (b) Flow-down requirement. The Contractor agrees to include this clause in all subcontracts at all tiers under this Contract requiring lower tier contractors to comply with Federal, state and local suspension and debarment requirements, and review the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) in order to comply with U.S. DOT regulations at 2 C.F.R, part 1200 prior to awarding any subcontract under this Contract. Contractor is responsible and liable to WMATA for any claims, investigations, actions, proceedings or other matters resulting from Contractor’s failure to include this clause in all of its subcontracts at all tiers.

#### **14. NONDISCRIMINATION ASSURANCE**

- (a) Nondiscrimination Assurance: In accordance with Title VI of the Civil Rights Act, as amended, 42. U.S.C. §2000 (d), section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. §12132, D.C. law and Federal transit law at 49 U.S.C. §5332, the Contractor, sub-recipient, or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, sexual preference, disability and/or gender identity. In addition, the Contractor, sub-recipient, or subcontractor agrees to comply with applicable Federal implementing regulations and other regulations that FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract.
  - i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000(e), and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U. S. Department of Labor (U.S. DOL) including, but not limited to “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, “ 41 C.F.R. Part 60 et. seq., [implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000(e) note], and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.
  - ii. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

- iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.
- (c) The Contractor also agrees to include all of these requirements in each subcontract financed, in whole or in part, with Federal assistance provided by FTA, modified only, if necessary, to identify the affected parties.
- (d) Failure by the Contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of this Contract, that may result in the termination or such other remedy as WMATA deems appropriate.

## **15. ACCESSIBILITY**

Contractor acknowledges and warrants that its Products and Services during the term of this Contract shall provide equal and effective access to all individuals in accordance with U.S. federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act of 1973. Any website or application functionality and content provided by Contractor shall meet the accessibility standards of the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA for web-based technology. Contractor covenants and agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its Products or Services in a timely manner and provide an updated version to WMATA at no cost. Contractor further agrees to indemnify and hold WMATA harmless from any claims arising out of its failure to comply with the requirements of this clause. Failure to comply with these requirements shall constitute a material breach of this Contract and be grounds for termination of the Contract by WMATA pursuant to Section 19 – "Termination for Default" under the Standard IT Terms and Conditions.

## **16. SMOKE-FREE WORKPLACE**

- (a) Definitions.  
Smoking is defined as the act of lighting, burning, inhaling, or exhaling smoldering tobacco or other material, such as a cigar, cigarette, and/pipe. A facility is defined as a physical Metro building or structure, either temporary or permanent, where an employee (or contractor personnel) performs any act in connection with job duties.
- (b) Policy.  
WMATA requires all of the Contractor's employees, subcontractors and agents (personnel) to adhere to WMATA's Smoke-Free Workplace Policy, which prohibits smoking, vaping, or any other use of tobacco or other material in any WMATA facility and/or within twenty-five (25) feet of any WMATA facility.
- (c) Vehicles.  
Smoking is also prohibited in all WMATA revenue and non-revenue vehicles, including but not limited to buses, trains and Metro Access vehicles. Contractor personnel who violate WMATA's Smoke-Free Workplace Policy will be reported to their employer and the COTR for appropriate action and may be subject to revocation of any WMATA-issued identification badges and/or removal from WMATA's property, vehicles or facilities.

The Contractor agrees to insert this obligation in any subcontract it issues in relation to this Contract.